

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

Index No.: 206762/2022

-----X
MARIA FUENTES and JOSE FUENTES,

Plaintiff(s),

NOTICE

-against-

CVS ALBANY, L.L.C. and CVS PHARMACY, INC.,

Defendant(s).

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S I R S :

PLEASE TAKE NOTICE, that service of the Summons and Verified Complaint has been made upon defendant, **CVS PHARMACY, INC.** pursuant to the provisions of Section 306B of NY Business Corporation Law.

PLEASE TAKE FURTHER NOTICE, that pursuant to CPLR 3215(g), annexed hereto is a copy of the Summons together with the Verified Complaint in the above entitled action served upon the aforementioned defendant via First Class Mail.

DATED: HICKSVILLE, NEW YORK
January 23, 2023



BERGMAN BERGMAN FIELDS
& LAMONSOFF, LLP

By: Melissa A. Cavaliere
Attorneys for Plaintiff(s)

801 S. Broadway
Hicksville, New York 11801
(516) 739-2220

RECEIVED

JAN 30 2023

LEGAL DEPARTMENT

To:

CVS PHARMACY, INC.

Defendant

1 CVS Drive

Woonsocket, RI 02895

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 11/28/2022

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
MARIA FUENTES and JOSE FUENTES,

Plaintiffs,

-against-

CVS ALBANY, L.L.C. and CVS PHARMACY, INC.,

Defendants.
-----X

Index No.:

SUMMONS

Jury Trial Demanded

Plaintiff designates
SUFFOLK County as the
place of trial.

The basis of venue is
Location of the accident

Plaintiff resides at
257 Conklin Street
Apt 3
Farmingdale, NY 11735

County of SUFFOLK

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: HICKSVILLE, NEW YORK
November 28, 2022

BERGMAN BERGMAN FIELDS
& LAMONSOFF, LLP
Attorneys for Plaintiffs
Office & P.O. Address
801 S. Broadway
Hicksville, New York 11801
Telephone No.: (516) 739-2220


By: Eric J. Lamonssoff

DEFENDANTS' ADDRESSES:

See Rider

FILED: SUFFOLK COUNTY CLERK 11/28/2022 10:00 PM

INDEX NO. 206762/2022

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 11/28/2022

RIDER

VIA NYS SECRETARY OF STATE
CVS ALBANY, L.L.C.
C/O CVS PHARMACY, INC.
ATTN: MELANIE LUKER,
1 CVS DRIVE,
WOONSOCKET, RI, 02895

VIA NYS SECRETARY OF STATE
CVS PHARMACY, INC.
% C T CORPORATION SYSTEM
28 LIBERTY ST.,
NEW YORK, NY, 10005

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
MARIA FUENTES and JOSE FUENTES,

Plaintiffs,

VERIFIED COMPLAINT

-against-

CVS ALBANY, L.L.C. and CVS PHARMACY, INC.,

Defendants.

-----X

Plaintiffs, by their attorneys, BERGMAN BERGMAN FIELDS & LAMONSOFF, LLP, complaining of the Defendants, alleges the following, upon information and belief:

**AS AND FOR A FIRST CAUSE OF ACTION
ON BEHALF OF PLAINTIFF JOSE FUENTES**

1. That all times mentioned herein, Plaintiff MARIA FUENTES was and is a resident of the County of Suffolk, City and State of New York.
2. That all times mentioned herein, Plaintiff JOSE FUENTES was and is a resident of the County of Suffolk and State of New York.
3. That all times mentioned herein, defendant CVS ALBANY, L.L.C. was and is a resident of the County of Albany and State of New York.
4. That at all times mentioned herein, defendant CVS ALBANY, L.L.C. was and is a Domestic limited liability company duly organized and existing under and by virtue of the laws of the State of New York but licensed to do business within the State of New York.
5. That at all times mentioned herein, defendant CVS ALBANY, L.L.C. was and is a business entity duly organized and existing pursuant to the laws of the State of New York doing business in the State of New York.
6. That on December 8, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. owned the premises located at 450 Main Street, Farmingdale, NY.
7. That on December 8th, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. managed the premises located at 450 Main Street, Farmingdale, NY.
8. That on December 8th, 2021 and at all times herein mentioned, defendant CVS

ALBANY, L.L.C. maintained the premises located at 450 Main Street, Farmingdale, NY.

9. That on December 8th, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. operated the premises located at 450 Main Street, Farmingdale, NY.

10. That on December 8th, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. controlled the premises located at 450 Main Street, Farmingdale, NY.

11. That on December 8th, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. occupied the premises located at 450 Main Street, Farmingdale, NY.

12. That on December 8th, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. was a lessor of the premises located at 450 Main Street, Farmingdale, NY.

13. That on December 8th, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. was a lessee of the premises located at 450 Main Street, Farmingdale, NY.

14. That on December 8th, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. resided at the premises located at 450 Main Street, Farmingdale, NY.

15. That on December 8th, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. had a duty to inspect the Premises.

16. That on December 8th, 2021 and at all times herein mentioned, defendant CVS ALBANY, L.L.C. had a duty to keep the Premises in proper repair.

17. That at all times mentioned herein, defendant CVS PHARMACY, INC. was and is a foreign corporation duly organized and existing under and by virtue of the laws of a state other than the State of New York but licensed to do business within the State of New York.

18. That at all times mentioned herein, defendant CVS PHARMACY, INC. was and is a business entity duly organized and existing pursuant to the laws of a state other than the State of New York but doing business within the State of New York.

19. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. owned the premises located at 450 Main Street, Farmingdale, NY.

20. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. managed the premises located at 450 Main Street, Farmingdale, NY.

21. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. maintained the premises located at 450 Main Street, Farmingdale, NY.

22. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. operated the premises located at 450 Main Street, Farmingdale, NY.

23. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. controlled the premises located at 450 Main Street, Farmingdale, NY.

24. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. occupied the premises located at 450 Main Street, Farmingdale, NY.

25. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. was a lessor of the premises located at 450 Main Street, Farmingdale, NY.

26. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. was a lessee of the premises located at 450 Main Street, Farmingdale, NY.

27. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. resided at the premises located at 450 Main Street, Farmingdale, NY.

28. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. had a duty to inspect the Premises.

29. That on December 8th, 2021 and at all times herein mentioned, defendant CVS PHARMACY, INC. had a duty to keep the Premises in proper repair.

30. That at all times mentioned herein, there was a dangerous and defective condition at the aforesaid premises.

31. That at all times mentioned herein, there was a dangerous and defective condition at the pharmacy counter and Covid guard thereat in the aforesaid premises.

32. That on December 8th, 2021 Plaintiff MARIA FUENTES was lawfully at the aforesaid premises.

33. That on December 8th, 2021 while Plaintiff MARIA FUENTES was lawfully and properly on the aforesaid premises, she was struck by the aforesaid Covid Shield.

34. That the aforesaid fall occurred by reason of and due to the aforesaid dangerous and defective condition.

35. That at all times mentioned herein, defendants had both actual and constructive notice of said dangerous and defective condition.

36. That the defendants had caused and created the subject dangerous and defective condition.

37. That the aforesaid occurred by reason of the negligence of the defendants in the ownership, operation, maintenance, management and control of the subject premises.

38. That the aforesaid occurred by reason of the negligence of the defendants, their agents, servants and/or employees in failing to properly hire, train and supervise their employees.

39. That by reason of the foregoing Plaintiff MARIA FUENTES was caused to sustain serious, severe and permanent personal injuries, pain and suffering, and special damages.

40. That this action falls within one or more of the exceptions of Article 16 of the C.P.L.R. in that it involves a non-delegable duty and/or the reckless disregard for the safety of others.

41. The amount of damages sought in this action by Plaintiff MARIA FUENTES exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION
ON BEHALF OF PLAINTIFF JOSE FUENTES**

42. Plaintiff JOSE FUENTES repeats, reiterates and realleges each and every allegation contained in the paragraphs of this Complaint herein as though more fully set forth herein at length.

43. That at all times herein mentioned, Plaintiff JOSE FUENTES was the lawful spouse of plaintiff MARIA FUENTES and as such Plaintiff JOSE FUENTES was entitled to the society, services and consortium of the plaintiff.

44. By reason of the aforesaid negligence of the defendant, his agents, servants and/or employees, Plaintiff JOSE FUENTES was deprived of the society, services and consortium of plaintiff MARIA FUENTES and shall forever be deprived of said society, services and consortium.

45. The amount of damages sought in this action by Plaintiff JOSE FUENTES exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, plaintiffs demand judgment against the defendants herein on all causes of action, in a sum exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action.

Dated: HICKSVILLE, NEW YORK
November 28, 2022

BERGMAN BERGMAN FIELDS
& LAMONSOFF, LLP
Attorneys for Plaintiffs
Office & P.O. Address
801 S. Broadway
Hicksville, New York 11801
Telephone No.: (516) 739-2220



By: Eric J. Lamonsoff

ATTORNEY'S AFFIRMATION

STATE OF NEW YORK)
)
 COUNTY OF NASSAU) ss.:

I, the undersigned, an attorney admitted to practice in the courts of New York State, state that:

1. I am a member of the law firm of BERGMAN BERGMAN FIELDS & LAMONSOFF, LLP, the attorneys of record for MARIA FUENTES and JOSE FUENTES in the within action.

2. I have read the foregoing COMPLAINT and know the contents thereof. The same is true to my own knowledge, except as to those matters therein alleged to be on information and belief, and as to those matters I believe it to be true.

3. The reason this verification is made by me and not by the Plaintiffs herein is because the Plaintiffs do not reside in the County of Nassau in which said law firm is located.

4. The grounds of my belief as to all matters not stated upon my own knowledge are as follows: based on records and documents in deponent's possession and conversations had with plaintiffs.

I affirm that the foregoing statements are true, under the penalties of perjury.

Dated: HICKSVILLE, NEW YORK
 November 28, 2022



Eric J. Lamonsoff

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

MARIA FUENTES and JOSE FUENTES,

Plaintiffs,

-against-

CVS ALBANY, L.L.C. and CVS PHARMACY, INC.,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

BERGMAN BERGMAN FIELDS & LAMONSOFF, LLP
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NOTICE AND SUMMONS AND VERIFIED COMPLAINT

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CVS PHARMACY, INC.
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